

**THE LOWER CONNECTICUT RIVER VALLEY COUNCIL OF GOVERNMENTS  
MULTI-JURISDICTION NATURAL HAZARD MITIGATION PLAN  
CERTIFICATE OF ADOPTION**

Town of East Hampton, Connecticut

WHEREAS, the Town of East Hampton has historically experienced severe damage from natural hazards and it continues to be vulnerable to the effects of - only those natural hazards profiled in the plan (i.e. flooding, thunderstorm, high wind, winter storms, earthquakes, and dam failure), resulting in loss of property and life, economic hardship, and threats to public health and safety; and

WHEREAS, the Town of East Hampton, has developed and received conditional approval from the Federal Emergency Management Agency (FEMA) for its Hazard Mitigation Plan under the requirements of 44 CFR 201.6; and

WHEREAS, public and committee meetings were held between June 16, 2009 and December 1, 2011 regarding the development and review of the Multi-Jurisdiction Natural Hazard Mitigation Plan; and

WHEREAS, the Plan specifically addresses hazard mitigation strategies and Plan maintenance procedure for the Town of East Hampton and

WHEREAS, the Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural hazards that impact the Town of East Hampton, with the effect of protecting people and property from loss associated with those hazards; and

WHEREAS, adoption of this Plan will make the Town of East Hampton eligible for funding to alleviate the impacts of future hazards; now therefore be it

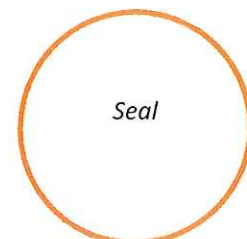
RESOLVED by the Town Council:

1. The Plan is hereby adopted as an official plan of the Town of East Hampton;
2. The respective officials identified in the mitigation strategy of the Plan are hereby directed to pursue implementation of the recommended actions assigned to them;
3. Future revisions and Plan maintenance required by 44 CFR 201.6 and FEMA are hereby adopted as a part of this resolution for a period of five (5) years from the date of this resolution.
4. An annual report on the progress of the implementation elements of the Plan shall be presented to the Town Council by the Planning and Zoning Commission.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Town of East Hampton this 23<sup>rd</sup> day of July, 2014.

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Sandra M. Wieleba, Town Clerk



## **Project: Air Handler Replacement**

### **Location: Memorial School**

**July 22, 2014**

Area Served - Offices/Reception/Conference Room/Nurses office

Age of Equipment 1991

#### **Current Equipment:**

Carrier 15 ton split unit with a roof top Carlyle compressor with R-22 refrigerant and a separate/ remote HVAC unit with heat coil located in the interstitial space above main entrance lobby

#### **Current Condition:**

Carlyle Compressor burnt out

Leak in system

Metal shavings in oil (detected in oil analysis)

Dye currently in system

Water in oil

Unit beyond useful life (Useful life estimated to be 15 to 18 years)

Outer shell of roof top unit rusting out

Seer rating estimated at 8 (new unit 11/12 SEER)

Current refrigerant is R-22 (refrigerant is no longer the approved refrigerant, now being replaced with R-410-A in new environmentally friendly equipment)

Direct replacement components (same vintage year) no longer manufactured would need to be remanufactured equipment if a potential repair was attempted (not recommended by all companies that quoted job)

#### **Proposed Scope of Work:**

Replace all existing equipment with new Carrier equipment (same specification equipment with increased energy performance standards and 410-A refrigerant)

Obtain Permit

Disconnect, recover refrigerant, remove and properly dispose of

Remove split unit, compressor and all related materials associated with existing unit

Install replacement 15 ton unit Carrier condensing unit and air handling unit

Install new HVAC unit  
Replace and/or reconnect all duct work  
Relocate all electrical wiring, data lines and piping to allow for removal of HVAC unit  
Crane services (Approximately 150' reach required)  
Fire alarm and duct detectors if required  
Automation controls connection  
Relocation of sprinkler piping  
Isolation of hot water  
Plumbing  
Provide all testing, start-up and general inspections of bringing unit on line  
Provide warranty

**Ancillary Impacts:**

Maintaining functional lobby and egress  
Facility protection  
Ceiling and grid removal  
Electrical Conduit  
Plumbing  
Fire Protection system  
Automation connection  
Isolation valves  
Ceiling replacement  
Clean up  
Painting touch up

**Contractors Quoting Job: (Low to Highest)**

Stafford Mechanical \$35,300. (Selected bidder)

Emcor Services \$38,875.

Action Air \$39,995.

Crest Mechanical \$43,525.

SNE (declined to bid)

**Work to be provided by Owner:**

Ceiling & Grid removal

Facility protection

Electrical & plumbing relocation

Fire protection piping relocation

Ceiling replacement

Cleaning

Painting

**Estimated cost of ancillary services \$ 4,000. (Approximated based on destructive impact)**

**Time line:**

Five (5) to eight (8) week (if equipment can be quick shipped time line will be reduced)

Photo Legend:

# 1 – Roof top unit

#2 – Model & Serial Number

#3 – Compressor Data

#4 – Main Lobby – HVAC portion located above ceiling in interstitial space

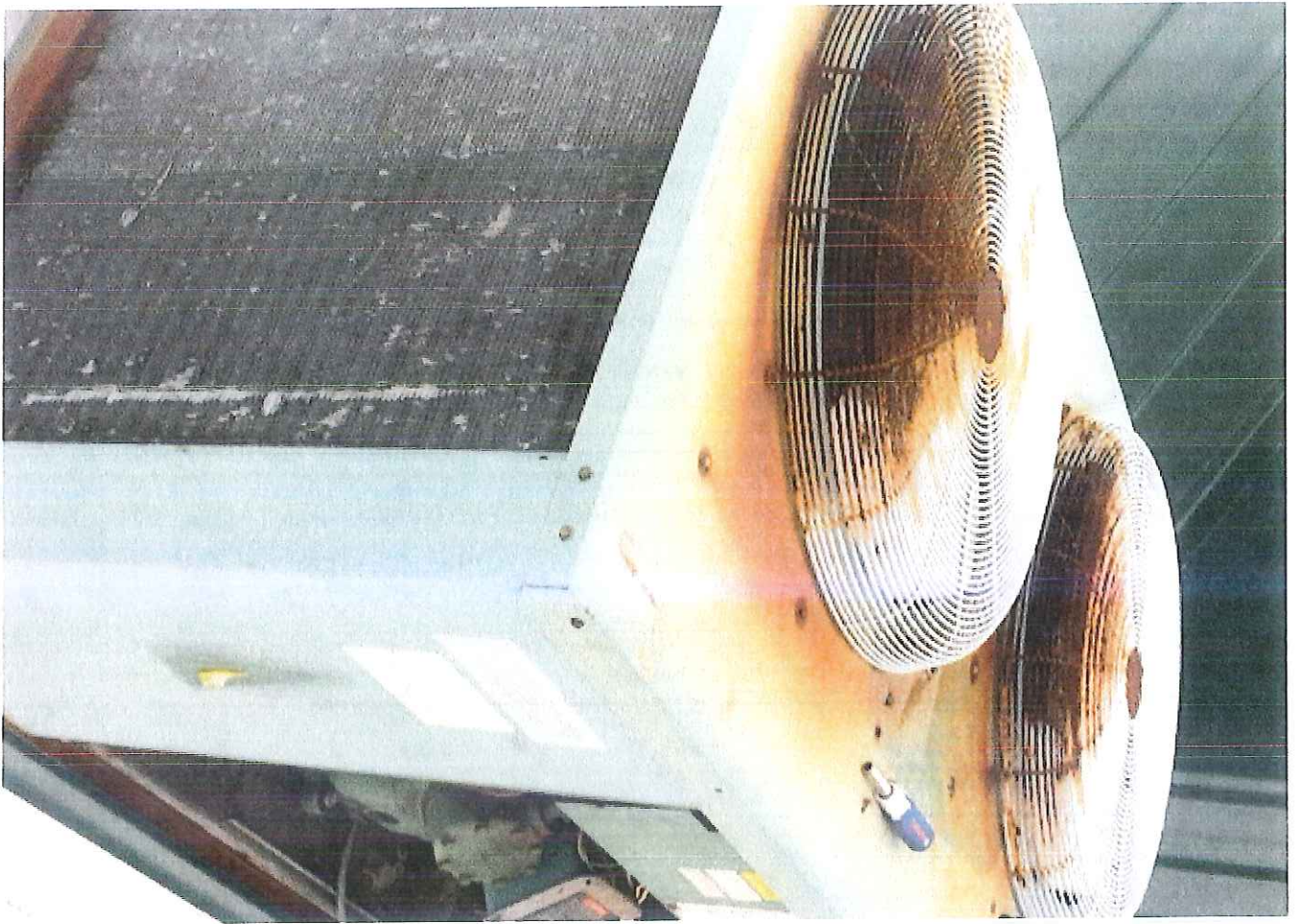
#5 – Fire protection sprinkler piping and head obstruction

#6 – Fire alarm communication cable, data cable and electrical wiring obstructions

#7 – Temporary cooling in office suite & conference room

#8 – Temporary cooling receptionist area





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(2)

Carrier  
Air Conditioning



Division of Carrier Corporation

MODEL

38AE-016---600--

SERIAL

3391F63035



3

ARLEYE COMPRES



M/N 06DD5370BC0600

VOLTS PH HZ VOLTS (MIN/M

400-3-50 342/46

460-3-60 414/52

97

S/N 2291J00915 S/

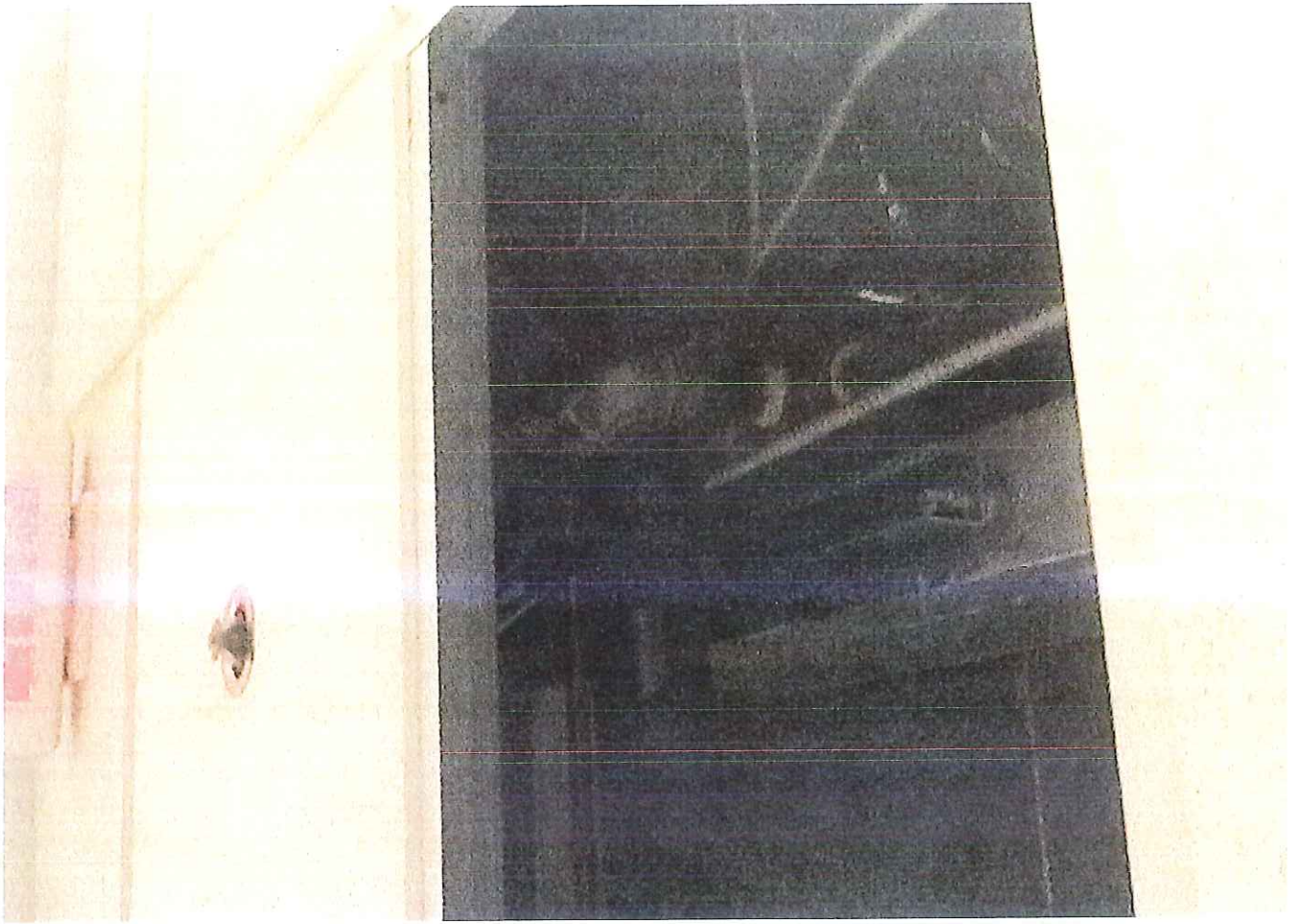




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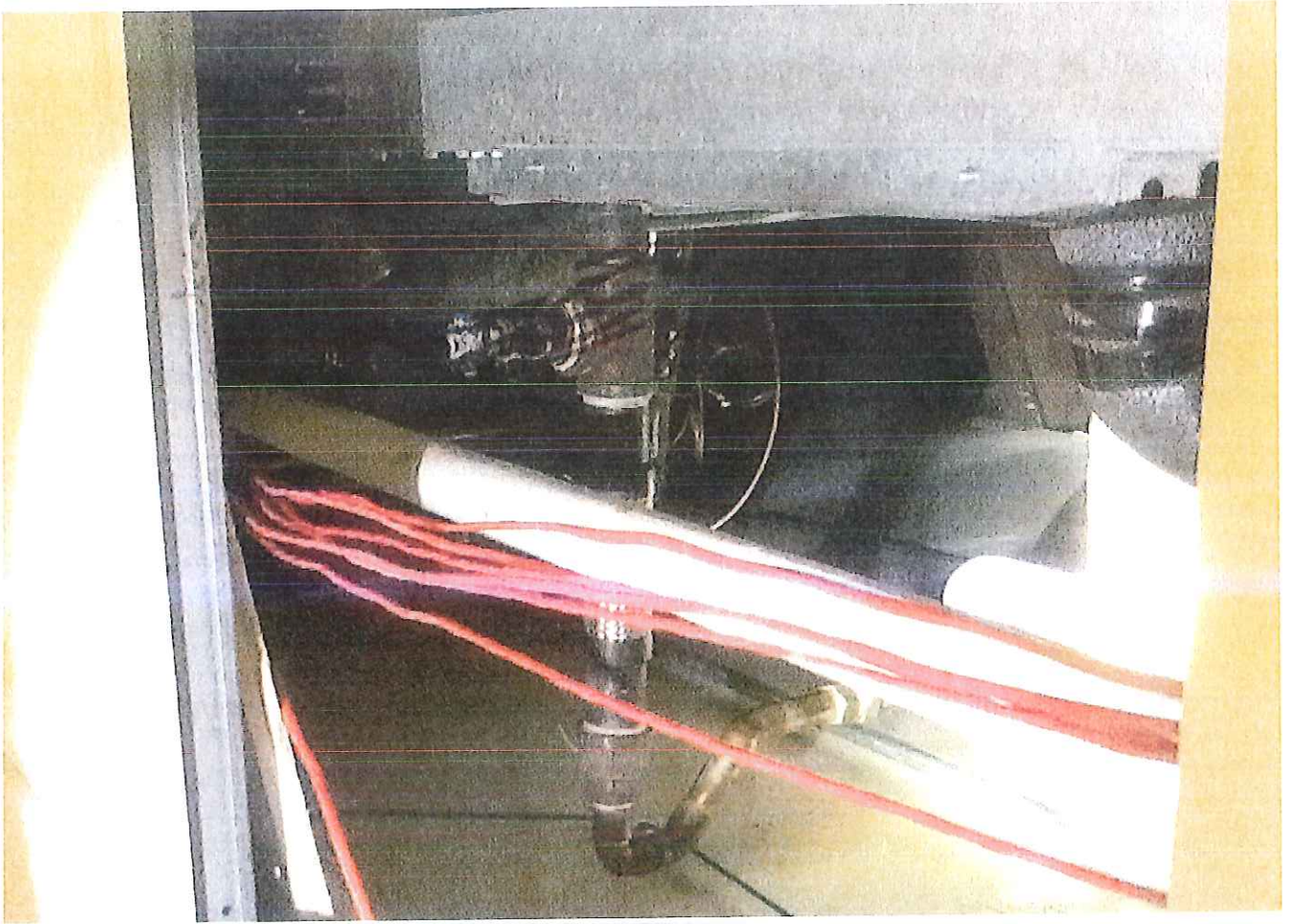




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**EAST HAMPTON PUBLIC SCHOOLS  
ADMINISTRATIVE OFFICES**

94 Main Street  
East Hampton, Connecticut 06424-1119  
TELEPHONE (860) 365-4000  
FAX (860) 365-4004

**DIANE DUGAS**  
Superintendent of Schools

**TIM VAN TASEL**  
Assistant Superintendent of Schools

**LAURIE GONZALEZ**  
Director of Special Education  
and Pupil Personnel Services

**KAREN HITCHCOCK ASETTA**  
School Business Manager

TO: Michael Maniscalco, Town Manager  
FROM: Diane Dugas, Superintendent of Schools  
SUBJECT: Memorial School Air Handler  
DATE: July 11, 2014

Per your request attached please find copies of the Memorial School air handler quotes to date. If you have any questions please contact myself or Don Harwood.

DD:rs

*The East Hampton School District  
Preparing and inspiring our students to be innovative, responsible, contributing  
members of an ever changing global society*





23JUNE 2014

Memorial Elementary School  
20 Smith Street  
East Hampton, CT 06424  
860-365-4000; [DonHarwood@easthamptonct.org](mailto:DonHarwood@easthamptonct.org)

We are pleased to quote the following work:

- To remove the existing A/C condensing unit and air handling unit which supplies air conditioning to the administrative offices of the school.
- Install a new "Carrier" condensing unit and air handling unit for the office area. This system uses the new R410A refrigerant rather than the R-22 refrigerant. The new AHU will also have a hot water heating coil in it.
- Pressure test the existing A/C piping, repair any leaks that might be found. Evacuate, start up and charge the system.
- We will protect the roof in the work area with plywood. We will leave the plywood in the rooftop mechanical room so it can be used for future services.
- We will need to work with the school in gaining access to the air handling unit for removal. The ceiling will need to be removed in this area to replace the AHU. Removal and re-installation of the ceiling is not included in our quote. We will protect the carpeted area with plywood.
- We will connect the new AHU to the existing ductwork, piping and controls.
- We will sub-contract to a crane and rigging company to lift the condensing unit onto the roof and remove the old one.
- We will sub-contract to an electrical contractor to provide electrical work for the new equipment.

\$35,300.00 taxes not included.

Thank you for your consideration, please call if there are any questions or concerns.

Robert Polmatier

In Floor Radiant Heating - Air Conditioning - Heating - Duct Work  
Refrigeration - Custom Sheet Metal - Geo Thermal  
CT License #303633, SM1 #47, SM1 #102  
4 Industrial Park Road, Stafford Springs, CT 06076  
Phone 860.684.9485 Fax 860.684.9483 [www.staffordmechanical.com](http://www.staffordmechanical.com)



New England Mechanical Services, Inc.  
3 Shaw's Cove  
New London, CT 06320-4952  
Phone: 860.442.1855  
Fax: 860.442.2139  
www.nemsi.com

June 23, 2014

Mr. Donald A. Harwood  
Director of Facilities  
East Hampton Board of Ed  
94 Main Street  
East Hampton, CT 06424

Dear Mr. Harwood:

EMCOR Services New England Mechanical is pleased to present a proposal to perform work at East Hampton Memorial School, located at 20 Smith Street in East Hampton, Connecticut.

The scope of work is as follows:

- Disconnect, recover refrigerant, remove, and properly dispose of existing split unit and remove existing HVAC piping and insulation
- Install one 15-ton air conditioning split unit with hot water coil in air handler
- Install new HVAC piping and insulation
- Necessary duct work and insulation
- Necessary electrical power and control wiring, using existing wiring, to include new disconnects
- Crane and rigging services
- Commission and start up unit
- One year NEMSI warranty on parts and labor

**We can perform this work for \$38,875.00.**

**Exclusions and Clarifications:**

- Permit cost excluded
- No overtime
- This proposal is based on work being performed during normal work hours:  
Monday – Friday 7:00a.m. – 3:30p.m.
- It is assumed the Code required fire alarm duct smoke detectors are installed and operational. Installation of fire alarm duct smoke detectors, if necessary, will be an additional charge.
- Lead time on the unit from the date of order is 5 weeks
- Necessary HVAC building automation controls for unit by others
- Necessary work to relocate sprinkler piping to install new air handler in lobby by others
- Isolation and draining of hot water piping to hot water coil in unit by East Hampton Schools
- It is assumed Code required 120 volt service outlet on the roof is installed and operational. Installation of service outlet, if necessary, will be an additional charge.

Lic: E1-104939, S1-303974, P1-203519  
Lic: F1-10498, SM1-192, MC #1134

June 23, 2014  
Mr. Donald A. Harwood  
East Hampton Board of Ed  
Page 2 of 2

NEMSI's price is valid for thirty (30) days from the date of this proposal. However, due to the volatility in the commodities market, such as copper, steel, wiring, etc., some materials items may be subject to re-pricing on the day of acceptance.

Terms and Conditions

*Our standard terms and conditions are printed on the reverse side of this letter.*

**To facilitate this order we ask for one third of the total amount before we proceed with this work. The remaining balance will be invoiced on an "in progress" basis and is payable within 30 days after invoicing.**

To begin this work, please sign the acceptance line below and either fax or mail this letter back to us.

Thank you for the opportunity to present our services. We look forward to working with you on this project and any of your future needs. Should you have any questions, please call.

Sincerely,



Ray Sacks  
Project Manager

RS: ps

**ACCEPTANCE/AUTHORIZATION TO PROCEED**

- Authorized Signature: \_\_\_\_\_
- Printed Name: \_\_\_\_\_
- Title: \_\_\_\_\_
- Date: \_\_\_\_\_
- Purchase Order #: \_\_\_\_\_





June 13, 2014

Don Harwood  
Town Of East Hampton  
Finance Dept.  
20 East High St.  
East Hampton, Ct. 06424

**RE: EAST HAMPTON MEMORIAL SCHOOL Office Split system replacement.**


Action Air Systems is pleased to provide you with a quote to remove and replace the main office 15 ton split system. The scope of work is as follows:

- 1) Recover the existing acidic refrigerant charge, Disconnect and remove with proper disposal the existing condensing unit, evaporator coil and refrigerant lines.
- 2) Supply and install dual circuited replacement condensing unit (R410A) with hot gas bypass and Motor Master for low ambient control, replacement evap. Coil, New insulated refrigerant lines.
- 3) Supply and install expansion valves, solenoid valves (if required), Liquid line driers and sight glasses.
- 4) Includes roofer for new pitch box,
- 5) Includes crane for rigging of old and install of new units,
- 6) Disconnect and reconnect existing power electrical utilizing existing circuit and wiring,
- 7) Includes labor during regular business hours M-F
- 8) Misc. materials included for a turnkey replacement,
- 9) Start and test operations
- 10) 12 Month parts and labor warranty (equipment per manufacturer)

Our price this scope ..... \$ 39,995.00 (Tax Exempt)

**Not included: Permit, upgrade to any new building codes that may add extra work, any upsize for wiring or new circuit breakers, Balancing, Fire/smoke detectors, Asbestos abatement, Painting, tying into building automation system or Temporary conditions.**

Customer

  
Ryan Ulrich  
Service Operations Manager

Date



P.O. Box 340683 – Hartford, CT 06134-0683 – 860-724-3431 Telephone – 860-251-7132 Fax – www.crestmechanical.com

June 17, 2014

Attention:

Facilities Director– Donald A. Harwood  
East Hampton Public Schools  
94 Main Street  
East Hampton, CT 06424

PROPOSAL NUMBER: KL14-125

Project: East Hampton Memorial Office AHU# 1 Indoor and Outdoor HVAC  
Equipment Replacement

Location: 20 Smith Street East Hampton

We propose to furnish all necessary materials and labor to perform the following:

- Isolate power to AHU#1 existing indoor and outdoor unit
- Recover refrigerant from existing system
- Crane off existing Carrier condenser on roof
- Remove require ceiling tiles and lighting to access inside unit
- Relocate one sprinkler head (required for the removal of indoor unit
- Remove and dispose of indoor unit(Carrier air handler ) and associated refrigerant piping
- Provide and install one Carrier Model # 39LA08 indoor and one Carrier M# 38AUZB16AOA6-OAOAO outdoor unit complete
- Replacement indoor unit includes the following
  - One supply and return duct smoke
  - All necessary duct transitions
  - All new replacement refrigerant piping to accommodate 410 A system
  - Insulated condensate piping(tie to existing )
  - Heating supply and return piping connections( tie back to existing )
  - Required electrical
  - Crane (remove and install roof unit)
  - PSI test ,evacuate and charge ac side of system
  - Run and test proposed system

Cost for work proposed above including permit and inspection:  
\$43,525.00 + tax if applicable

**Note:.** All work to be preformed during regular business hours 7:00 – 4:00



P.O. Box 340683 – Hartford, CT 06134-0683 – 860-724-3431 Telephone – 860-251-7132 Fax – [www.crestmechanical.com](http://www.crestmechanical.com)

## The proposal above excludes the following

- Prevailing wage
- Controls
- Abatement
- Fire alarm
- Roof penetrations and seal (will use existing holes, may need to seal)

The Customer accepts and agrees to pay all Crest bills within 15 days of receipt, to pay an interest charge of 1.5% per month for any balance unpaid for 30 days or more from date of bill, to pay all costs of collection including sheriff's fees, court costs and reasonable attorney's fees if Crest must place the account for collection. On large jobs Crest shall bill the customer approximately every 30 days for work in place. Crest may discontinue work and the customer releases Crest from doing further work if the customer fails to pay Crest as stated above. Warranties on appliances, products and equipment supplied by Crest shall be limited to the Warranty of their manufacturer. Crest provides a One Year Warranty covering workmanship, which is limited to the customer. Unless objected to in writing within twenty days of installation all installations of appliances, products and equipment shall be deemed to have been installed to the satisfaction of the customer. Crest Mechanical shall not be held responsible for any consequential damages.

The Customer, above mentioned, acknowledges this agreement is a commercial transaction as defined in section 52-278a of the Connecticut General Statutes and in accordance with CGS 52-278f hereby waives rights of notice and hearing under CGS 52-278a through 52-278g, inclusive, as amended, with respect to prejudgment remedy.

For: Crest Mechanical Services, Inc.

By: Kevin Lanagan

Date: 6/17/14

Note: This proposal may be withdrawn by us if not accepted within 30 days. The price, specifications and conditions, as specified, are satisfactory and are hereby accepted. Payment will be made as outlined above. There are no express or implied promises, representations or understandings unless specifically endorsed herein in writing. This instrument is intended as a complete and exclusive statement of agreement between the parties. When the customer signs this document it shall constitute a binding contract.

Customer Approval by: \_\_\_\_\_

*Please return one signed copy*





Office of the TOWN MANAGER  
**MICHAEL MANISCALCO, MPA**  
mmaniscalco@easthamptonct.gov

## REPORT ON PRIVATE ROADS

### SUMMARY

#### TOWN COUNCIL

Barbara W. Moore  
*Chairperson*  
Kevin Reich  
*Vice Chairman*  
Patience Anderson  
Ted Hintz, Jr.  
George Pfaffenbach  
Mark Philhower  
Philip Visintainer

As a result of the Towns organic growth over the centuries, East Hampton has a number of private roads. A private road is defined as any road that has not been accepted by the Towns legislative body as a Town owned road. Many of the East Hampton private roads are further identifiable since the property owners often own into the road, truly making the area covered by the road private property. Over time and for various reasons the Town has taken on varying degrees of maintenance on some of these private roads.

Private roads present numerous concerns for the Town to participate in or direct the maintenance of them. First, since these roads are private property, the Town is fully liable for damages and injuries that may occur and is not afforded the limited liability afforded to municipalities working within the Town's property. Second, the Town currently receives Town Aid to Road (TAR) funds from the State of Connecticut for the upkeep of public roads. The distribution to the Town of East Hampton in FY 2014 was \$ 323,375.49 for work to the public infrastructure. Third, collected taxes are expended for the upkeep of private property. Over the past years the State of Connecticut has become increasingly aware of how Towns are spending TAR funds and by using TAR funds on non-Town roads we are putting current funding at risk and may potentially have to reimburse the State for misuse of funds. Finally, by conducting maintenance work on certain private roads and not others the Town is setting a precedent to maintain all private roads which could be very challenging and costly as developers build new roads not meeting the road standards.

Therefore, it is the recommendation from Town staff to develop a process and procedure for making private roads into Town roads. This will alleviate concerns regarding liability, increase the likelihood of additional funding and is consistent with the requirement that all roads need approval from the legislative body to be a Town road. While this sounds simple it will require a significant amount of legal work and surveying to make sure that the appropriate amounts of land are conveyed to the Town as a part of the road.

### PROCESS FOR MAKING A TOWN ROAD

In the 1980's the Board of Selectman approved the Road Standards. This policy dictates that roads are supposed to meet specific criteria and design prior to acceptance. Many of the private roads do not meet the Road Standards and the residents on the roads do not have the financial capability nor the desire to bring the roads up to standard. Consequently, the Town has been forced to develop the following process for making a private road into a public road.



1. Desire of property owners along private road for continued maintenance by Town
2. Willingness of property owners to deed property to Town
3. Request by the property owners for road acceptance in writing
4. Review by Public Works Department
5. A-2 Survey (as built) showing the road and containing a metes and bounds description of same, and also showing the location of all improvements, including monuments, utility liens, catch basins, drainage systems and structures, public sewage disposal systems and liens, and all water liens which service the road;
6. Review by Public Works Department and Town Engineer for minimum maintenance access requirements and deviation from current Road Standards
7. Proposed limits of road, rights of way and easements required for maintenance of road
8. Proposed fully executed warranty deed to the road, containing metes and bounds description of the road, together with applicable tax conveyance statement(s); and maps( limits of road)
9. A Certificate of Title for the road, issued by a member of the Connecticut Bar Association, disclosing all encumbrances on the road;
10. Proposed fully executed deed to the Town for any drainage easements that apply, together with applicable tax conveyance statement(s);
11. Proposed fully executed deeds for other conveyances to the Town required by the Town, including conservation easements, open space, access and maintenance easements, together with applicable tax conveyance statement(s).
12. Review by the Town Engineer for completion of plan requirements
13. Review by Public Works Department
14. Review of and approval of all required aforementioned documents by Building, Planning and Zoning department
15. PZC review and recommendation
16. Council approval

#### **LIST OF PRIVATE ROADS MINIMALLY MAINTAINED BY THE TOWN**

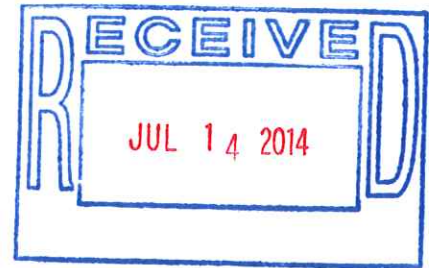
Since many of the private roads have developed over time within the community not all private roads are known to the Town. To date the following is the most comprehensive list the Town has regarding private roads minimally maintained by the Town.

1. Boulder Road
2. Brook Trail
3. Byron Road
4. Clark Hill Extension
5. Day Point Road
6. Fern Lane



7. Hale Road
8. Knollwood Drive
9. Laurel Trail
10. Mark Twain Drive
11. Markham Lane
12. Mountain Trail
13. O'Neill Lane
14. Park Lane
15. Pine Trail
16. Poe Road
17. Railroad Avenue
18. Sears Lane
19. Sears Place
20. Spellman Point Road
21. Starr Place
22. Tennyson Road
23. West Ave
24. Whittier Road Extension



ANGELICO'S  
LAKEHOUSE RESTAURANT

July 14, 2014

Dear Mr. Maniscalco,

I am writing to you to seek approval to allow Angelico's Lake House Restaurant to park cars in the Sear Park parking lot.

Often, during the summer we have banquet events where guests arrive with one person to a car. This often results in not having enough parking for our regular dinner guests. Consequently we are forced to turn guests away if they are unable to park. By allowing us to use the Sear Park lot it would be an asset to our business. As a point of information we have not increased our seating capacity. It is just that we experience a large influx of guests during the summer months.

I estimate that we would utilize the Sear Park lot on Friday and Saturday evenings during the summer months (May-Sept). We may possibly utilize it also when we are supporting other community fund raising events such as the Boat Parade, the Blessing of the Fleet, the Pumpkintown Prom and other events of this type. I anticipate we would need approximately 30 parking spots on average. We would have an individual at the entrance to the boat ramp gate to direct these cars and we could also be responsible for locking the gate at the end of the evenings when we used this area. We would also reimburse the town for any additional insurance cost associated with this request.

I am available to meet with you at your convenience to discuss this matter further and answer any questions you may have. I would appreciate your favorable consideration to this matter.

Sincerely,



Paul Angelico  
Owner





## **LEASE AGREEMENT**

The Town of East Hampton (Lessor) hereby leases to **Paul Angelico of Town of East Hampton, Connecticut** (Lessee) certain parking spaces within Sears Park (the Premises), more fully depicted in Exhibit A attached hereto, on the following terms and conditions:

1. **Term of Lease:** The term of this lease shall be for a period of one year commencing on August 1, 2014 and ending on July 3, 2015 (the "Term") and renewed automatically as set forth in Paragraph 12, herein.
2. **Rent:** Lessee shall pay to Lessor as rent for the use and possession of the Premises the sum of **\$10.00** per month which shall be payable on or before the first day of each year.
3. **Use of Premises:** The Lessee shall be entitled to use up to 35 parking spaces each day as overflow parking for Angelico's Lake House Restaurant. Lessee shall be responsible for the supervision of the Premises when Lessee is using same and will be responsible for locking the gate at the boat ramp at the end of any day when Lessee uses the Premises..
4. **Waste or Nuisance:** Lessee shall not: commit or permit the commission by others of any waste on the Premises; maintain or commit or permit or commit the maintenance or commission of any nuisance; or use or permit the use of the Premises for any unlawful purpose.
5. **Insurance:** During the Term, Lessee shall maintain insurance in forms reasonably acceptable to a reputable insurance agent satisfactory to Lessor, in the following amounts: General Liability: \$1,000,000 per occurrence / \$2,000,000 general aggregate; Liquor Liability Coverage: \$1,000,000 per occurrence; Workers' Compensation: As per Connecticut statute; Auto Liability Coverage: \$1,000,000 per occurrence of any owned, hired or non-owned vehicle; Excess Liability: \$5,000,000. Lessee shall provide Lessor with certificates of insurance naming Lessor as an additional insured on each such policy. Each policy of insurance procured pursuant to this paragraph shall contain a waiver by the insurer of the right of subrogation against Lessor for the negligence of Lessor.

6     **Coordination of Events**: The Lessee shall coordinate with Lessor the use of the Premises for any special event not held on Friday or Saturday evenings.

7     **Alterations and Liens**: Other than as may be specifically provided herein, Lessee shall not, without Lessor's prior written consent, make, or permit any other person to use the Premises or make any alterations to or any improvement thereon. Lessee shall keep the Premises free and clear from all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon by Lessee or at his request.

8.     **Maintenance of the Premises**: Lessee agrees to repair any damage to the Premises cause by individuals using the Premises for Lessee's benefit.

9.     **Hold Harmless**: Lessee shall indemnify and hold Lessor and its property free and harmless from all claims, liability, loss, damage, or expense resulting from Lessee's use of the Premises, including, without limitation, any claim, liability, loss, or damage arising by reason of:

(a)     Any injury to person or property, from whatever cause, while in or on the Premises or in any way connected with the Premises or with the improvements or personal property therein or thereon, including any liability for injury to the person or personal property of Lessee or of his agents, officers, or employees, other than any loss or damage attributable to the gross negligence or intentional acts of the Lessor or any of its agents, officers or employees or a material breach by Lessor of this Agreement;

(b)     Any work performed on the Premises, or materials furnished to the Premises by or at the request of Lessee or its agents or employees;

(c)     Any failure by Lessee to perform any provision of this Lease Agreement or to comply with any requirement imposed on it or on the Premises by any duly authorized governmental agency or political subdivision.

10.    **Abandonment by Lessee**: If Lessee abandons the Premises before the end of the lease term Lessor may terminate this lease upon not less than thirty (30) days' prior written notice.

11.    **Default by Lessee**: If Lessee is in material breach of the terms and provisions of any term, provision, covenant, or condition required herein by Lessee to be kept, observed or performed, Lessor shall give Lessee thirty (30) days written notice to correct said breach. If said breach is not corrected within such time Lessor may, upon an additional thirty (30) days' prior written notice, terminate this lease and reenter and regain possession of the Premises.



12. **Automatic Extensions and Termination of Lease:**

This Lease shall renew annually under the same terms and conditions unless one party provides notice to the other not later than thirty (30) days prior to the annual expiration date that said party indicates an intention to terminate the Lease at the expiration of said Lease period.

13. **Notices:** All notices, demands, requests, consents or approvals given by either party to the other shall be in writing and shall be given two days after being sent by electronic mail or United States Registered Mail, postage pre-paid, to the following address: Lessor - Town of East Hampton c/o Michael Maniscalco, Town Manager, 20 East High Street, East Hampton, CT 06424 and Lessee – Paul Angelico c/o Angelico's Lake House Restaurant, 81 North Main Street, East Hampton, CT 06424.

14. **Non-waiver:** The waiver by one party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement. The waiver of any provision by one party shall not be deemed a waiver by any other party of that same provision. In the event that any one or more of the provisions of this Lease Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

15. **Headings:** Headings in this Lease Agreement are for convenience only and shall not be used to interpret or construe its provisions.

16. **Governing Law:** This Lease Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

17. **Counterparts:** This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and shall be binding and effective upon each party.

18. **Assignment:** This Lease Agreement may not be assigned by either party without the written consent of the other party.

19. **Entire Agreement:** This Lease Agreement constitutes the sole agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations, understandings, inducements, conditions and agreements, expressed or implied, or written with respect to the subject matter hereof. This Agreement may not be modified, amended, altered or supplemented, except by written instrument signed by the parties hereto.

20. **Binding Agreement:** This Agreement shall be binding upon and inure to the benefit of the parties hereto.

Executed on July \_\_\_\_, 2014 at East Hampton, Connecticut

Lessee: Paul Angelico

\_\_\_\_\_

Lessor: Town of East Hampton,

By \_\_\_\_\_  
Michael Maniscalco, Town Manager  
Duly Authorized



**EXHIBIT A – Map of Premises**



AGENDA  
ITEM # 13

Office of the COLLECTOR OF REVENUE  
NANCY HASSELMAN, CCMC  
nhasselman@easthamptonct.org

July 17, 2014

To: The East Hampton Town Council

Documentation of the below listed tax refunds are available in the Tax Office for your review if you so desire. The refunds total \$1,288.83.

Thank you for your assistance.

*Nancy Hasselman, CCMC*

Nancy Hasselman, CCMC  
Collector of Revenue

	0 • C
104 • 63	+
58 • 27	+
8 • 20	+
244 • 90	+
248 • 53	+
66 • 15	+
558 • 15	+
1,288 • 83	*



THE EAST HAMPTON VOLUNTEER  
FOOD AND FUEL BANK  
240 MIDDLETOWN AVENUE (BACK)  
EAST HAMPTON, CT 06424  
860-267-7300



June 30, 2014

Michael Maniscalco  
Town Manager  
20 East High Street  
East Hampton, CT 06424

Dear Mr. Maniscalco:

I am writing this letter to notify you of The East Hampton Food Bank's intention to vacate the office that we currently use at 240 Middletown Avenue, E. Hampton 30 days from the date of this letter. We sincerely appreciate the space and services that the town has provided to us.

The Name and address that we will be moving to is:

East Hampton Volunteer  
Food & Fuel Bank  
43 West High Street  
East Hampton, CT 06424

Sincerely,

*Sandra Fries*

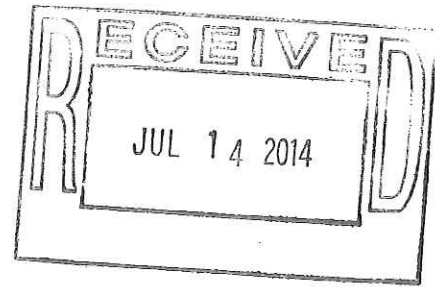
Sandra Fries, Board Chairperson  
East Hampton Volunteer Food & Fuel Bank

Mr. Mike Maniscalco

Town Manager

East Hampton, CT

July 14, 2014



Dear Mr. Maniscalco,

I wish to inform you of my need to resign from the Board of Fire Commissioners and my unfinished term effective immediately.

Thank you for this opportunity to serve our community for the past 7 years.

Sincerely,

Richard Dufour

Enclosed: Key, Badge